

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI  
EASTERN DIVISION**

**LIBERTY CORPORATE CAPITAL, LTD.**

**PLAINTIFF**

**VS.**

**CIVIL ACTION NO.: 2:14cv103-DPJ-FKB**

**12 STONES PIZZA, LLC, DONNA  
TINDALL, THE ESTATE OF STEVEN  
TINDALL, 231 CONCEPTS, LLC,  
JEREMY S. LITTLE, MARVIN L.  
LITTLE, SHERRY G. LITTLE, ALAN C.  
SAYERS, DUSTY SAYERS, JOEY HIGGS  
AND SCOTT TINDALL**

**DEFENDANTS**

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**ORDER GRANTING MOTION FOR DEFAULT JUDGMENT AS TO  
DEFENDANTS JEREMY S. LITTLE, MARVIN L. LITTLE, SHERRY G. LITTLE,  
ALAN C. SAYERS, DUSTY SAYERS AND JOEY HIGGS**

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**BEFORE THE COURT** is the Motion for Default Judgment filed by Plaintiff Liberty Corporate Capital, Ltd., against Defendants Jeremy S. Little, Marvin L. Little, Sherry G. Little, Alan C. Sayers, Dusty Sayers, and Joseph “Joey” Higgs, Jr., pursuant to Rule 55(b) of the Federal Rules of Civil Procedure [Docket No. 24]. Plaintiff Liberty Corporate Capital, Ltd., issued an insurance policy, Policy No. CLN00143, to 231 Concepts, LLC, and 12 Stones Pizza, LLC. On July 3, 2014, Plaintiff Liberty Corporate Capital, Ltd., filed a Complaint for Declaratory Judgment seeking a declaration of no coverage under Policy No. CLN00143 [Docket No. 1].

Defendants Jeremy S. Little, Marvin L. Little, Sherry G. Little, Alan C. Sayers, Dusty Sayers, and Joseph “Joey” Higgs, Jr., have been duly served with the Summons and Complaint, they are not infants or unrepresented incompetent persons, and they have failed to plead or otherwise defend. Defendants Jeremy S. Little, Marvin L. Little, Sherry G. Little, Alan C.

Sayers, Dusty Sayers, and Joseph “Joey” Higgs, Jr., have had defaults entered against them by the clerk [Docket No. 23]. Defendants Jeremy S. Little, Marvin L. Little, Sherry G. Little, Alan C. Sayers, Dusty Sayers, and Joseph “Joey” Higgs, Jr., have taken no action since default was entered. Upon reviewing the Motion for Default Judgment filed by Plaintiff Liberty Corporate Capital, Ltd. [Docket No. 24], the Court finds that the Motion should be granted.

**IT IS HEREBY ORDERED AND ADJUDGED THAT:**

- a. The allegations of the Amended Complaint (“*Underlying Little Complaint*”), as currently pled, in the lawsuit styled *Jeremy S. Little, Marvin L. Little, Sherry G. Little, Alan C. Sayers, and Dusty Sayers (Plaintiffs) v. Estate of Steven Tindall, Donna Tindall, and 12 Stones Pizza, LLC (Defendants) and 231 Concepts, LLC (Derivative Plaintiff) v. Donna Tindall and the Estate of Steven Tindall (Derivative Defendants) and Joey Higgs and Scott Tindall (Notice Defendants)*, in the Chancery Court of Forrest County, Mississippi, Cause No. 14-0094-GN-W (“*Underlying Little lawsuit*”) do not trigger coverage under the Insuring Agreement of Policy No. CLN00143 because they do not include any facts or claims indicating “bodily injury” to a person or physical injury to tangible property or loss of use of tangible property;
- b. The allegations of the *Underlying Little Complaint*, as currently pled, do not trigger coverage under the Insuring Agreement of Policy No. CLN00143 because they do not constitute an “occurrence” as defined by the Policy;
- c. Policy No. CLN00143’s Expected or Intended Injury Exclusion excludes coverage for the allegations in the *Underlying Little Complaint*, as currently pled;
- d. Plaintiff, Liberty Corporate Capital, Ltd., has no duty to defend the *Underlying Little lawsuit* Defendants in the *Underlying Little lawsuit*, as currently pled; and
- e. Plaintiff, Liberty Corporate Capital, Ltd., has no duty to indemnify the *Underlying Little lawsuit* Defendants, regarding the *Underlying Little lawsuit*, as currently pled.
- f. This action is dismissed with prejudice. A separate final judgment will be entered in this action in accordance with Federal Rule of Civil Procedure 58.

**SO ORDERED AND ADJUDGED** this the 22<sup>nd</sup> day of June, 2015.

s/ Daniel P. Jordan III  
UNITED STATES DISTRICT JUDGE